

ATTORNEYS AT LAW

TWO EMBARCADERO CENTER

SAN FRANCISCO, CALIFORNIA 94111-3995

(415) 392-6320

TELEX 34-0906 CABLE THEMAR
FAX (415) 421-1068

LOS ANGELES
WASHINGTON, D C
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NEWPORT BEACH

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO

1621
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INTERSTATE COMMERCE COMMISSION

November 22, 1989

RECORDATION 187

10621
FILED 1979

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INTERNATIONAL COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Equipment Lease Agreement, dated as of November 1, 1989, is a primary document. The names and addresses of the parties to such document are as follows.

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102

The second document, Lease Supplement No. 1, dated as of November 22, 1989, is a secondary document. The names and addresses of the parties to such document are as follows:

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

2000

Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102

The third document, Security Agreement and Trust Indenture, dated as of November 1, 1989, is a primary document. The names and addresses of the parties to such document are as follows: -B

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

The fourth document, Security Agreement and Trust Indenture Supplement No. 1, dated as of November 22, 1989, is a secondary document. The names and addresss of the parties to such document are as follows: -C

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

A description of the equipment covered by each of these documents is set forth in Appendix A attached hereto.

A short summary of the documents to appear in the index follows:

Equipment Lease Agreement, dated as of November 1, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company, as Lessee.

Lease Supplement No. 1, dated as of November 22, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company, as Lessee.


Security Agreement and Trust Indenture, dated as of November 1, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee.

Security Agreement and Trust Indenture Supplement No. 1, dated as of November 22, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee.

A filing fee of \$60.00 is enclosed. Please return one stamped original copy to the undersigned.

Very truly yours

THELEN, MARRIN, JOHNSON & BRIDGES



David P. Graybeal

Enclosures

10621/A
REGISTRATION NO. _____ FILED 1989

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INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1

Dated as of November 22, 1989

between

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided herein but solely as Owner Trustee under each of
BN Trust No. 89-1, BN Trust No. 89-2, BN Trust No. 89-3,
BN Trust No. 89-4 and BN Trust No. 89-5 Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY Lessee

CERTAIN RIGHTS, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS
LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO
BECOME DUE HEREUNDER HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO AND ARE
SUBJECT TO A SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE
TRUSTEE UNDER A SECURITY AGREEMENT AND TRUST INDENTURE DATED AS OF
NOVEMBER 1, 1989 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND
THE LESSOR, AS DEBTOR. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT
CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM
COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY
INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR
POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT
CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE
SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303

ON _____, 1989 AT _____ .M.
RECORDATION NUMBER _____

2018g

Exhibit B to
Equipment Lease Agreement

LEASE SUPPLEMENT NO. 1 FOR EACH OF
BN TRUST NO. 89-1, BN TRUST NO. 89-2,
BN TRUST NO. 89-3, BN TRUST NO. 89-4
and BN TRUST NO. 89-5

LEASE SUPPLEMENT NO. 1 dated November 22, 1989 (this "Supplement") between First Security Bank of Utah, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee (the "Lessor") under each of BN Trust No. 89-1, BN Trust No. 89-2, BN Trust No. 89-3, BN Trust No. 89-4 and BN Trust No. 89-5, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement dated as of November 1, 1989 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the Specifications for such Units and are in good working order.

2. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule I hereto.

3. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule I hereto as of the date hereof.

4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$33,772,620.00 and the amounts comprising such Equipment Cost are set forth on Schedule I hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 7 and 8 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease Agreement dated as of November 1, 1989", the "Lease dated as of November 1, 1989" or the "Equipment Lease Agreement dated as of November 1, 1989," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee under each of
BN Trust No. 89-1, BN Trust No. 89-2,
BN Trust No. 89-3, BN Trust No. 89-4
and BN Trust No. 89-5

By:


Name: Kellie Schultz
Title: **ASSISTANT TRUST OFFICER**

Lessee:

BURLINGTON NORTHERN RAILROAD
COMPANY

By:

Name: Robert F. McKenney
Title: **Vice President and Treasurer**

Receipt of the original
counterpart of the foregoing
Lease Supplement No. is
hereby acknowledged this
 day of , 19 .

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Indenture Trustee

By:
Name:
Title:

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee under each of
BN Trust No. 89-1, BN Trust No. 89-2,
BN Trust No. 89-3, BN Trust No. 89-4
and BN Trust No. 89-5

By: _____

Name:

Title:

Lessee:

BURLINGTON NORTHERN RAILROAD
COMPANY

By:  _____

Name: Robert F. McKenney

Title: Vice President and Treasurer

Receipt of the original
counterpart of the foregoing
Lease Supplement No. ___ is
hereby acknowledged this
_____ day of _____, 19__.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Indenture Trustee

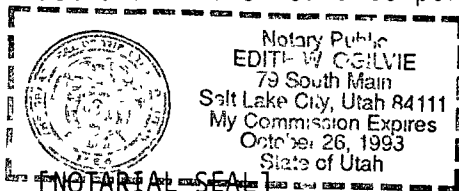
By: _____

Name:

Title:

STATE OF Utah)
) SS:
COUNTY OF Salt Lake)

On this 17TH day of November, 1989, before me personally appeared Kellie Schultz, to me personally known, who being duly sworn, says that she is a A.T.O. of First Security Bank of Utah, National Association, that said instrument was signed on November 17, 1989 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Edith W Ogilvie
Notary Public

My Commission Expires:

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on _____, 19____ on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 19__, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a _____ of First Security Bank of Utah, National Association, that said instrument was signed on _____, 19__ on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

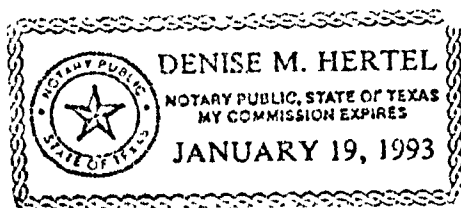
STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this 17th day of November, 1989, before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on November 17, 1989 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Denise M. Hertel

Notary Public
Denise M. Hertel

[NOTARIAL SEAL]



My Commission Expires:

January 19, 1993

Schedule 1

	<u>Size and Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>Group A Equipment</u>		None	
<u>Group B Equipment</u>	GP39M	19	BN 2810 thru BN 2825, both inclusive, and BN 2828, BN 2830 and BN 2831
	GP40M	11	BN 3509 thru BN 3516, both inclusive, and BN 3518 thru BN 3520, both inclusive.
<u>Group C Equipment</u>	New 100-Ton, 65 foot Gondola Cars	210	BN 580400 thru BN 580609, both inclusive.
<u>Group D Equipment</u>		None	